

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

WILLIAM W. MCGEE, on behalf of himself
and all others similarly situated,

Civil Action No. 2:06-CV-06234
(GEB) (CCC)

Plaintiff,

-against-

CONTINENTAL TIRE NORTH AMERICA,
INC.

Defendant.

AFFIDAVIT OF HARALD MORGENSTERN

COUNTY OF MECKLENBURG)

) SS.

STATE OF NORTH CAROLINA)

I, HARALD MORGENSTERN, under penalties of perjury, do hereby swear and affirm
that the following statements are true and correct.

1. I am employed by Continental Tire North America, Inc. ("CTNA") and my title is :
Regional Manager - Customer Service NAFTA for the Passenger and Light Truck Replacement
Business Unit.
2. As part of my responsibilities, I oversee revisions to and implementation of warranties,
and handling of warranty claims in a fair, reliable and consistent manner based on the terms of
the warranties, including those on the Eligible Tires at issue in this settlement. I also ensure that

the Customer Relations Representatives are applying the terms of the warranty in a fair, reliable, and consistent manner including the Eligible Tires that are part of this class action settlement.

3. It is my understanding, based on documents and information provided to me, that CTNA sold a total of 1,692,898 of Eligible Tires, as that term is defined in the Settlement Agreement, from January 1, 2003 up to and including July 14, 2008.

4. It is also my understanding, based on documents and information provided to me that CTNA sold approximately 81,000 CH 95 and CT 95 eligible replacement tires from approximately May 1, 2004 to May 1, 2006 that were accompanied with a tread wear mileage warranty, unlike the remainder of the Eligible Tires that were purchased by Class Members.

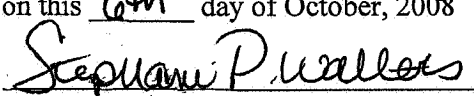
5. For those approximately 81,000 CH 95 and CT 95 replacement tires that were accompanied with a tread wear mileage warranty, CTNA will honor the terms of their tread wear warranties.

6. We will instruct CTNA's Customer Relations Representatives to address claims made for those approximately 81,000 CH 95 and CT 95 replacement tires that were accompanied with a tread wear mileage warranty pursuant to CTNA's normal business practices and pursuant to the terms of their tread wear warranties.



Harald Morgenstern

Sworn to before me
on this 6th day of October, 2008



Stephanie P. Wallers
Notary Public

MY COMMISSION EXPIRES: 11-30-10